

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
WASHINGTON MUTUAL BANK,

Plaintiff,

vs.

TRUSTWORTHY MORTGAGE
CORPORATION,

Defendant.

Case No. 8:22-cv-1075-JWH-JDE

STIPULATED PROTECTIVE ORDER

[Note Changes by the Court]

Pursuant to the parties' Stipulation, the existing record, the applicable
authorities, and for good cause shown, the Court finds and orders as follows.

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,
proprietary, or private information for which special protection from public disclosure
and from use for any purpose other than prosecuting this litigation may be warranted.
Accordingly, the parties hereby stipulate to and petition the Court to enter the following

1 Stipulated Protective Order. The parties acknowledge that this Order does not confer
 2 blanket protections on all disclosures or responses to discovery and that the protection
 3 it affords from public disclosure and use extends only to the limited information or
 4 items that are entitled to confidential treatment under the applicable legal principles.
 5 The parties further acknowledge, as set forth in Section XIV(C), below, that this
 6 Stipulated Protective Order does not entitle them to file confidential information under
 7 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
 8 standards that will be applied when a party seeks permission from the Court to file
 9 material under seal.

10 **II. GOOD CAUSE STATEMENT**

11 This action is likely to involve personally identifiable information and other
 12 confidential financial information of bank customers, trade secrets, and other valuable
 13 commercial, financial, technical and/or proprietary information for which special
 14 protection from public disclosure and from use for any purpose other than prosecution
 15 of this action is warranted. Although the Court makes no findings as to any individual
 16 item by way of this Order, such confidential and proprietary materials and information
 17 may consist of, among other things:

- 18 (1) Regulatory: Protected Material (as defined below) related in any
 19 way to the regulation or supervision of Washington Mutual Bank, in whatever
 20 form, whether preliminary or final, including reports of examination or
 21 inspection, regulatory correspondence, reports, orders, memoranda, or
 22 agreements by, from or with the Federal Deposit Insurance Corporation
 23 (“FDIC”) in its corporate capacity, the Comptroller of the Currency, the Office of
 24 Thrift Supervision, or any other federal or state regulatory authority, and any

1 information containing confidential material obtained from any documents and
2 records related to the supervision or regulation of Washington Mutual Bank
3 (“WaMu”). The Parties (as defined below) understand and agree that the release
4 of such regulatory information may require approval from independent
5 government agencies, and that no regulatory information, however obtained, if
6 covered by this Order, will be disclosed to non-parties not covered by this Order.

7 (2) Statutory: Protected Material may include information that is
8 confidential pursuant to the Freedom of Information Act, 5 U.S.C. § 552, 12
9 C.F.R. Part 309, 12 C.F.R. § 21.11 or any other applicable federal or state laws,
10 including consumer Personally Identifiable Information (“PII”) and other
11 nonpublic personal information (“Non-Party Borrower Information”) as defined
12 or protected by the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802, et seq., Freedom
13 of Information Act, Privacy Act, Bank Secrecy Act, and their implementing
14 regulations.

15 (3) Bank and Bank Customers: Protected Material may include material
16 related to WaMu, its employees (i.e., personnel or employment records), its
17 customers, any trading company involved in placing orders for commodities
18 futures or options, or any other entity, including Automated Clearing House
19 items or transactions, chargebacks, merchant processing, bank account
20 information, signature cards, bank statements, general ledger entries, deposit or
21 reserve information, commodity trading statements, loans and lending
22 transactions, loan applications, financial statements and credit reports, business
23 and personal state and federal income tax forms, correspondence, and related
24 loan documentation relating to any extension of credit or loan to any borrower.

1 Examples of “Protected Material,” without limitation, may include documents
2 containing a customer’s account number, credit card number, personal
3 identification number, account balance, information relating to a deposit
4 account, loan, or borrower relationship and loan application materials, and
5 documents or information that contain the customer’s name, address, social
6 security number, date of birth or other similar identifying Information.

7 (4) Receivership: Protected Material may include material related to the
8 receivership of WaMu, including any information on loss or estimates of such
9 loss on WaMu’s assets not publicly available. Notwithstanding the provisions of
10 Section IX.B. below, no such Protected Material shall be disclosed to any person
11 or entity known to have any current or prospective interest in such assets,
12 regardless of whether that person or entity is a defendant or non-party that
13 would otherwise be allowed access to information under the terms of this
14 Protective Order without prior Court approval.

15 (5) Trade Secrets and Other Information: Protected Material may include
16 material that reveals trade secrets or research, technical, commercial, or financial
17 information that the Party or Non-Party has maintained as confidential.

18 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
19 disputes over confidentiality of discovery materials, to adequately protect information
20 the Parties and Non-parties are entitled to keep confidential, to ensure that the Parties
21 are permitted reasonable necessary uses of such material in preparation for and in the
22 conduct of trial, to address their handling at the end of the litigation, and serve the ends
23 of justice, a protective order for such information is justified in this matter. It is the
24 intent of the Parties that information will not be designated as confidential for tactical

1 reasons and that nothing be so designated without a good faith belief that it has been
 2 maintained in a confidential, non-public manner, and there is good cause why it should
 3 not be part of the public record of this case.

4 **III. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

5 The parties further acknowledge, as set forth in Section XIV(C) below, that this
 6 Stipulated Protective Order does not entitle them to file confidential information under
 7 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
 8 standards that will be applied when a party seeks permission from the court to file
 9 material under seal. There is a strong presumption that the public has a right of access
 10 to judicial proceedings and records in civil cases. In connection with non-dispositive
 11 motions, good cause must be shown to support a filing under seal. See Kamakana v.
 12 City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
 13 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,
 14 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
 15 good cause showing), and a specific showing of good cause or compelling reasons with
 16 proper evidentiary support and legal justification, must be made with respect to
 17 Protected Material that a party seeks to file under seal. The parties' mere designation of
 18 Disclosure or Discovery Material as CONFIDENTIAL does not— without the
 19 submission of competent evidence by declaration, establishing that the material sought
 20 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
 21 constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then
 23 compelling reasons, not only good cause, for the sealing must be shown, and the relief
 24 sought shall be narrowly tailored to serve the specific interest to be protected. See

1 Pintos v. Pacific Creditors Ass’n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
 2 or type of information, document, or thing sought to be filed or introduced under seal,
 3 the party seeking protection must articulate compelling reasons, supported by specific
 4 facts and legal justification, for the requested sealing order. Again, competent evidence
 5 supporting the application to file documents under seal must be provided by
 6 declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in its
 8 entirety will not be filed under seal if the confidential portions can be redacted. If
 9 documents can be redacted, then a redacted version for public viewing, omitting only
 10 the confidential, privileged, or otherwise protectable portions of the document, shall be
 11 filed. Any application that seeks to file documents under seal in their entirety should
 12 include an explanation of why redaction is not feasible

13 **IV. DEFINITIONS**

14 A. Action: This pending federal lawsuit.

15 B. Challenging Party: A Party or Non-Party that challenges the designation
 16 of information or items under this Order.

17 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
 18 it is generated, stored or maintained) or tangible things that qualify for
 19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 20 the Good Cause Statement. All Electronically Stored Information (“ESI”) and
 21 paper documents produced pursuant to an ESI Protocol are subject to this
 22 Protective Order.

23 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
 24 support staff).

1 E. Designating Party: A Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 F. Disclosure or Discovery Material: All items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained
6 (including, among other things, testimony, transcripts, and tangible things), that
7 are produced or generated in disclosures or responses to discovery in this
8 matter.

9 G. Expert: A person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to
11 serve as an expert witness or as a consultant in this Action.

12 H. House Counsel: Attorneys who are employees of a party to this Action.
13 House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 I. Non-Party: Any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 J. Outside Counsel of Record: Attorneys who are not employees of a party
18 to this Action but are retained to represent or advise a party to this Action and
19 have appeared in this Action on behalf of that party or are affiliated with a law
20 firm which has appeared on behalf of that party, and includes support staff.

21 K. Party: Any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and
23 their support staffs).
24

1 L. Producing Party: A Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 M. Professional Vendors: Persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or
6 medium) and their employees and subcontractors.

7 N. Protected Material: Any Disclosure or Discovery Material that is
8 designated as "CONFIDENTIAL." If any Party or Non-Party believes that
9 information not described above should nevertheless be considered as Protected
10 Material, it may seek a stipulation among the Parties to treat such information
11 as Protected Material or it may make an appropriate application to the Court
12 under Local Civil Rule 37-1, et seq.. Such application shall only be granted for
13 good cause shown. Information that is available to the public or generally
14 known in the industry of the Producing Party or Non-Party may not be
15 designated as Protected Material. Notwithstanding the foregoing paragraphs
16 II.1 – 5, no Party is estopped or in any way prevented from later challenging the
17 confidentiality designation of any Protected Material.

18 O. Receiving Party: A Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 **V. SCOPE**

21 A. The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 B. Any use of Protected Material at trial shall be governed by the orders of
4 the trial judge. This Order does not govern the use of Protected Material at trial.

5 **VI. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees
8 otherwise in writing or a court order otherwise directs. This Order does not
9 govern the use of material at trial. Final disposition shall be deemed to be the
10 later of (1) dismissal of all claims and defenses in this Action, with or without
11 prejudice; and (2) final judgment herein after the completion and exhaustion of
12 all appeals, rehearings, remands, trials, or reviews of this Action, including the
13 time limits for filing any motions or applications for extension of time pursuant
14 to applicable law.

15 **VII. DESIGNATING PROTECTED MATERIAL**

16 **A. Exercise of Restraint and Care in Designating Material for Protection**

17 1. Each Party or Non-Party that designates information or items for
18 protection under this Order must take care to limit any such designation
19 to specific material that qualifies under the appropriate standards. The
20 Designating Party must designate for protection only those parts of
21 material, documents, items, or oral or written communications that
22 qualify so that other portions of the material, documents, items, or
23 communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Order.

1 2. Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified or that have been
3 made for an improper purpose (e.g., to unnecessarily encumber the case
4 development process or to impose unnecessary expenses and burdens on
5 other parties) may expose the Designating Party to sanctions.

6 3. If it comes to a Designating Party's attention that information or
7 items that it designated for protection do not qualify for protection, that
8 Designating Party must promptly notify all other Parties that it is
9 withdrawing the inapplicable designation.

10 B. Manner and Timing of Designations

11 1. Protected Material provided by any Party or Non-Party pursuant to this
12 Protective Order that is deemed and denominated by any Producing Party as
13 "Confidential" pursuant to this Protective Order shall be deemed to be Protected
14 Material, unless and until that designation is challenged pursuant to paragraph
15 VII below.

16 2. Protected Material may be designated as such by affixing to the material
17 the legend "Confidential." For example, the production media/container for
18 native files or productions may be designated as "Confidential."

19 3. Protective Material shall only mean and shall be limited to the
20 information produced in this Action marked with a Bates Stamp number or
21 otherwise designated as "Confidential." In the event a Party obtains a duplicate
22 copy of Protected Material produced in discovery in this Action from a publicly
23 available source, the Party acquiring the Protective Material shall not be
24 required to comply with the terms of this Order regarding the use of the

1 duplicate Protective Material, and the use of such duplicate Protective Material
2 shall not be subject to the provisions of this Order.

3 C. Failure to Designate Protected Material

4 The failure to designate any Protected Material with such legend shall not,
5 standing alone, constitute a waiver by any Producing Party of the right to assert
6 that such information contains or includes Protected Material. In the event that
7 any Producing Party produces Protected Material without designating it as such,
8 any Party or Non-Party may notify the Receiving Parties that the information
9 should have been designated Protected Material, and the Parties will treat the
10 information as Protected Material under this Protective Order.

11 **VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 A. Timing of Challenges

13 Any Party or Non-Party may challenge a designation of confidentiality at
14 any time that is consistent with the Court's Scheduling Order.

15 B. Meet and Confer

16 The Challenging Party shall initiate the dispute resolution process under
17 Local Rule 37.1 et seq.

18 C. Joint Stipulation.

19 Any challenge submitted to the Court shall be via a joint stipulation
20 pursuant to Local Rule 37-2.

21 D. The burden of persuasion in any such challenge proceeding shall be on
22 the Designating Party. Frivolous challenges, and those made for an improper
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
24 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall
 2 continue to afford the material in question the level of protection to which it is
 3 entitled under the Producing Party's designation until the Court rules on the
 4 challenge.

5 **IX. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 **A. Basic Principles**

7 1. A Receiving Party may use Protected Material that is disclosed or
 8 produced by another Party or by a Non-Party in connection with this
 9 Action only for prosecuting, defending, or attempting to settle this Action.
 10 Such Protected Material may be disclosed only to the categories of
 11 persons and under the conditions described in this Order. When the
 12 Action has been terminated, a Receiving Party must comply with the
 13 provisions of Section XV below.

14 2. Protected Material must be stored and maintained by a Receiving
 15 Party at a location and in a secure manner that ensures that access is
 16 limited to the persons authorized under this Order. Any person in
 17 possession of Protected Material shall maintain a written information
 18 security program that includes reasonable administrative, technical, and
 19 physical safeguards to protect the security and confidentiality of such
 20 Protected Material, protect against any reasonably anticipated threats or
 21 hazards to the security of such Protected Material, and protect against
 22 unauthorized access to Protected Material. To the extent a party or
 23 person does not have an information security program, they may comply
 24 with this provision by having the Protected Material managed by and/or

1 stored with eDiscovery vendors that maintain such an information
2 security program. If a Receiving Party discovers any loss of Protected
3 Material (including any loss of data as a result of a ransomware incident)
4 or a breach of security, including any actual or suspected unauthorized
5 access, relating to another Party's Protected Material, the Receiving Party
6 shall: (1) promptly provide written notice to the Producing Party of such
7 breach; (2) investigate and make reasonable efforts to remediate the
8 effects of the breach, and provide the Producing Party with assurances
9 reasonably satisfactory to the Producing Party that such breach shall not
10 recur; and (3) provide sufficient information about the breach that the
11 Producing Party can reasonably ascertain the size and scope of the breach
12 and/or security incident. The Receiving Party agrees to cooperate with
13 the Producing Party and/or law enforcement in investigating any such
14 security incident. In any event, the Receiving Party shall promptly take
15 all necessary and appropriate corrective action to terminate the
16 unauthorized access.

17 B. Disclosure of "CONFIDENTIAL" Information or Items

18 1. Unless otherwise ordered by the Court or permitted in writing by
19 the Designating Party, a Receiving Party may disclose any information or
20 item designated "CONFIDENTIAL" only to:

21 a. The Receiving Party's Outside Counsel of Record in this
22 Action, as well as employees of said Outside Counsel of Record to
23 whom it is reasonably necessary to disclose the information for this
24 Action;

1 b. The officers, directors, and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably
3 necessary for this Action;

4 c. Experts (as defined in this Order) of the Receiving Party to
5 whom disclosure is reasonably necessary for this Action and who
6 have signed the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A);

8 d. The Court and its personnel;

9 e. Court reporters and their staff;

10 f. Professional jury or trial consultants, mock jurors, and
11 Professional Vendors to whom disclosure is reasonably necessary
12 for this Action and who have signed the “Acknowledgment and
13 Agreement to be Bound” attached as Exhibit A hereto;

14 g. The author or recipient of a document containing the
15 information or a custodian or other person who otherwise
16 possessed or knew the information;

17 h. During their depositions, witnesses, and attorneys for
18 witnesses, in the Action to whom disclosure is reasonably necessary
19 provided: (i) the deposing party requests that the witness sign the
20 “Acknowledgment and Agreement to Be Bound;” and (ii) they will
21 not be permitted to keep any confidential information unless they
22 sign the “Acknowledgment and Agreement to Be Bound,” unless
23 otherwise agreed by the Designating Party or ordered by the Court.

24 Pages of transcribed deposition testimony or exhibits to depositions

1 that reveal Protected Material may be separately bound by the court
 2 reporter and may not be disclosed to anyone except as permitted
 3 under this Stipulated Protective Order; and

4 i. Any mediator or settlement officer, and their supporting
 5 personnel, mutually agreed upon by any of the parties engaged in
 6 settlement discussions.

7 C. Disclosure on Non-Party Borrower Information

8 To the extent any federal or state law or other legal authority governing
 9 the disclosure or use of non-party borrower Information (“Non-Party Borrower
 10 Information Law”) permits disclosure of such information pursuant to an order
 11 of a court, this Order shall constitute compliance with such requirement.
 12 However, nothing in this Order excuses any party from complying with other
 13 aspects of any Non-Party Borrower Information Law, including any
 14 requirement that a Producing Party to obtain a subpoena or give notice to or
 15 obtain consent, in any form or manner, from any person or entity before
 16 disclosure of any Non-Party Borrower Information. Any Producing Party may
 17 seek additional orders from this Court, upon an appropriate individualized
 18 showing, that such Party or Non-Party believes may be necessary to comply with
 19 any Non-Party Borrower Information Law.

20 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
 21 **IN OTHER LITIGATION**

22 A. If a Party is served with a subpoena or a court order issued in other
 23 litigation that compels disclosure of any information or items designated in this
 24 Action as “CONFIDENTIAL,” that Party must:

1 1. Promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 2. Promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material
5 covered by the subpoena or order is subject to this Protective Order. Such
6 notification shall include a copy of this Stipulated Protective Order; and

7 3. Cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be
9 affected.

10 B. If the Designating Party timely seeks a protective order, the Party served
11 with the subpoena or court order shall not produce any information designated
12 in this action as “CONFIDENTIAL” before a determination by the Court from
13 which the subpoena or order issued, unless the Party has obtained the
14 Designating Party’s permission. The Designating Party shall bear the burden
15 and expense of seeking protection in that court of its confidential material and
16 nothing in these provisions should be construed as authorizing or encouraging a
17 Receiving Party in this Action to disobey a lawful directive from another court.

18 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 A. The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should
24 be construed as prohibiting a Non-Party from seeking additional protections.

1 B. In the event that a Party is required, by a valid discovery request, to
 2 produce a Non-Party's confidential information in its possession, and the Party
 3 is subject to an agreement with the Non-Party not to produce the Non-Party's
 4 confidential information, then the Party shall:

5 1. Promptly notify in writing the Requesting Party and the Non-Party
 6 that some or all of the information requested is subject to a
 7 confidentiality agreement with a Non-Party;

8 2. Promptly provide the Non-Party with a copy of the Stipulated
 9 Protective Order in this Action, the relevant discovery request(s), and a
 10 reasonably specific description of the information requested; and

11 3. Make the information requested available for inspection by the
 12 Non-Party, if requested.

13 C. If the Non-Party fails to seek a protective order from this court within 14
 14 days of receiving the notice and accompanying information, the Receiving Party
 15 may produce the Non-Party's confidential information responsive to the
 16 discovery request. If the Non-Party timely seeks a protective order, the
 17 Receiving Party shall not produce any information in its possession or control
 18 that is subject to the confidentiality agreement with the Non-Party before a
 19 determination by the court. Absent a court order to the contrary, the Non-Party
 20 shall bear the burden and expense of seeking protection in this court of its
 21 Protected Material.

22 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 24 Protected Material to any person or in any circumstance not authorized under

1 this Stipulated Protective Order, the Receiving Party must immediately (1) notify
2 in writing the Designating Party of the unauthorized disclosures, (2) use its best
3 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
4 the person or persons to whom unauthorized disclosures were made of all the
5 terms of this Order, and (4) request such person or persons to execute the
6 “Acknowledgment and Agreement to be Bound” that is attached hereto as
7 Exhibit A.

8 **XIII. NO WAIVER OF PRIVILEGES**

9 A. Pursuant to Fed. R. Evid. 502(d), the production of Protected Material
10 that is subject to the attorney-client privilege or the work product doctrine shall
11 not be deemed and shall not constitute in this proceeding, a waiver of any such
12 privilege or protection. The Parties are not required to meet the requirements of
13 Fed. R. Evid. 502(b)(1)-(3). With respect to the FDIC, in any of its capacities,
14 these privileges include, but are not limited to, any privilege that Washington
15 Mutual Bank may have had or any federal or state regulatory agency may hold.
16 The Parties’ production of Protected Material is not intended to, and shall not,
17 waive or diminish in any way the confidentiality of such material or its
18 continued protection under the attorney-client privilege, work product doctrine,
19 or any applicable privilege as to any other non-party.

20 B. Furthermore, in the event that a Party or Non-Party produces attorney-
21 client privileged or otherwise privileged information, or other information
22 protected by law from disclosure even under a Protective Order, and if the Party
23 or Non-Party subsequently notifies the Receiving Party that the privileged
24 information should not have been produced, the Receiving Party shall

1 immediately return the originals and all copies of the inadvertently produced
 2 privileged information. If a party withholds any information on the basis of
 3 privilege, it shall provide a categorical privilege log. The Parties agree that FDIC
 4 is not required to provide any kind of identification of the documents withheld
 5 from production as protected by the Bank Secrecy Act. Nothing in this Protective
 6 Order shall prevent FDIC from using any Protected Material that it produces to
 7 any Party or non-party in any of FDIC's capacities for any lawful purposes.

8 **XIV. MISCELLANEOUS**

9 **A. Right to Further Relief**

10 Nothing in this Order abridges the right of any person to seek its
 11 modification by the Court in the future.

12 **B. Right to Assert Other Objections**

13 By stipulating to the entry of this Protective Order, no Party waives any
 14 right it otherwise would have to object to disclosing or producing any
 15 information or item on any ground not addressed in this Stipulated
 16 Protective Order. Similarly, no Party waives any right to object on any
 17 ground to use in evidence of any of the material covered by this Protective
 18 Order.

19 **C. Filing Protected Material**

20 A Party that seeks to file under seal any Protected Material must comply
 21 with Civil Local Rule 79-5. Protected Material may only be filed under
 22 seal pursuant to a court order authorizing the sealing of the specific
 23 Protected Material at issue. If a Party's request to file Protected Material
 24

1 under seal is denied by the Court, then the Receiving Party may file the
2 information in the public record unless otherwise instructed by the Court.

3 **XV. FINAL DISPOSITION**

4 A. After the final disposition of this Action, as defined in Section VI, within
5 sixty (60) days of a written request by the Designating Party, each Receiving
6 Party must return all Protected Material to the Producing Party or destroy such
7 material. As used in this subdivision, “all Protected Material” includes all copies,
8 abstracts, compilations, summaries, and any other format reproducing or
9 capturing any of the Protected Material. Whether the Protected Material is
10 returned or destroyed, the Receiving Party must submit a written certification to
11 the Producing Party (and, if not the same person or entity, to the Designating
12 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
13 all the Protected Material that was returned or destroyed and (2) affirms that the
14 Receiving Party has not retained any copies, abstracts, compilations, summaries
15 or any other format reproducing or capturing any of the Protected Material.
16 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
17 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
18 memoranda, correspondence, deposition and trial exhibits, expert reports,
19 attorney work product, and consultant and expert work product, even if such
20 materials contain Protected Material. Any such archival copies that contain or
21 constitute Protected Material remain subject to this Protective Order as set forth
22 in Section VI.
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1 B. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

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5 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

6 Dated: November 07, 2022

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8 JOHN D. EARLY
9 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issue
 by the United States District Court for the Central District of California on November 7,
 2022 in the case of *Federal Deposit Insurance Corporation as Receiver for*
Washington Mutual Bank v. Trustworthy Mortgage Corporation, No. 8:22-cv-1075-
 JWH-JDE. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____